

**United States Bankruptcy Court
District of Delaware**

**In re: W. R. Grace & Co., et al.,
Case No. 01-01139 et al. (Jointly Administered under Case No. 01-01139)**

NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or **deemed filed** under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to **Rule 3001(e)(2)**, Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Name of Transferee:

**Fair Harbor Capital, LLC
As assignee of Greater Cincinnati Water Works**

Name of Transferor:

Greater Cincinnati Water Works

Name and Address where notices to transferee should be sent:

**Fair Harbor Capital, LLC
Ansonia Finance Station
PO Box 237037
New York, NY 10023**

Court Claim # (if known): 2984
Amount of Claim: \$83,900.65
Date Claim Filed:

Name and Address of Transferor:

**Greater Cincinnati Water Works
Mark Menichaus
Attn Angel Taylor Bankruptcy
Desk
4747 Spring Grove Ave
Cincinnati, OH 45232-1986**

Phone: 212 967 4035
Last Four Digits of Acct #: n/a

Phone:
Last Four Digits of Acct. #: n/a

Name and Address where transferee payments should be sent (if different from above):

Phone: n/a
Last Four Digits of Acct #: n/a

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: /s/ Fredric Glass Date: October 2, 2009
Transferee/Transferee's Agent

Penalty for making a false statement: Fine of up to \$500,000 or Imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

**United States Bankruptcy Court
District of Delaware**

In re: **W. R. Grace & Co., et al.,**
Case No. **01-01139 et al. (Jointly Administered under Case No. 01-01139))**

NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY

Claim No. 2984 (if known)

was filed or deemed filed under 11 U.S.C. § 1111(a) in this case by the alleged transferor. As evidence of the transfer of claim, the transferee filed a Transfer of Claim Other than for Security in the clerk's office of this court on October 2, 2009.

Name of Transferee:

**Fair Harbor Capital, LLC
As assignee of Greater Cincinnati Water Works**

Name of Alleged Transferor:

Greater Cincinnati Water Works

**Fair Harbor Capital, LLC
Ansonia Finance Station
PO Box 237037
New York, NY 10023**

**Name and Address of Alleged
Transferor:**

**Greater Cincinnati Water Works
Mark Menichaus
Attn Angel Taylor Bankruptcy
Desk
4747 Spring Grove Ave
Cincinnati, OH 45232-1986**

~DEADLINE TO OBJECT TO TRANSFER~

The transferor of claim named above is advised the this Notice of Transfer of Claim Other than for Security has been filed in the clerk's office of this court as evidence of the transfer. Objection must be filed with the court within twenty (20) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date: _____

Clerk of the Court

From: Fair Harbor Capital, LLC (212) 807 4348 - To: F0016132521015

Date: 03/03/2009 Time: 11:09:02 AM

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United States Bankruptcy Court
District of Delaware

In re:
W. B. Green & Co., Ltd.
Debtor

Chapter 11
Case No. 01-01139 et al., Jointly Administered Under Chm No. 01-01139
Amount: \$53,000.00

TRANSFER OF CLAIM OTHER THAN FOR SECURITY AND WAIVER OF NOTICE

Bankruptcy Rule 3001(c)

PLEASE TAKE NOTICE that the scheduled claim of Greater Cincinnati Water Works ("Transferor") against the Debtor(s) in the amount of \$53,000.00, as listed within Schedule F of the Schedule of Assets and Liabilities filed by the Debtor(s), and all claims (including without limitation the Proof of Claim, if any, identified below and Transferor's rights to receive all interest, penalties, and payments that it may be entitled to receive on account of the nonpayment of any executory contract or terms related to the Claim and fees, if any, which may be paid with respect to the Claim and all other claims, claims of action against the Debtor, its affiliates, any guarantor or other third party, together with nothing as to other rights and interests relating to, under or relating to any of the foregoing, and all cash, securities, instruments and other property which may be paid or turned by Debtor in satisfaction of the Claim) of Transferor have been transferred and assigned other than for security to Fair Harbor Capital, LLC ("Transferee") in consideration of the sum of \$53,000.00. Transferor on this document is evidence of the Transfer of the claim and all rights and benefits of Transferor relating to the claim is hereby irrevocably assigned over to Transferee by Debtor and this transfer shall be deemed an absolute and unconditional assignment of the Claim for the purpose of collection and shall not be deemed to create a security interest. Please note that Fair Harbor Capital, LLC is not obligated to file any application, motion, Proof of Claim or other document with the Bankruptcy Court with respect to your claim.

I, the undersigned Transferee of the above-referenced claim, hereby assign and transfer my claim and all rights there under to the Transferee upon terms set forth in cover letter received. I represent and warrant that the claim is not less than \$53,000.00 and has not been previously assigned to, sold, or satisfied. Upon notification by Transferee, I agree to relinquish Transferee's pro-rata portion of the purchase price if the claim is reduced, objected to, or disallowed in whole or part by the Debtor, the Court, or any other party and Transferee represents and warrants that there are no offsets or defenses or potential payments that have been or may be asserted by or on behalf of Debtor or any other party to reduce the amount of the Claim or to impair its value.

A Proof of Claim was in the amount of \$53,000.00 and has been duly and timely filed in the Proceedings (and a true copy of such Proof of Claim is attached to this Assignment). If the Proof of Claim is not allowed in the Claim amount set forth above, Transferee shall nevertheless be deemed the owner of that Proof of Claim subject to the terms of this Agreement and shall be entitled to identify itself as owner of such Proof of Claim on the records of the Court.

In the event the Claim is ultimately allowed in an amount in excess of the amount purchased herein, Transferee is hereby deemed to sell to Transferor, such as Transferee's option only, Transferee hereby agrees to purchase, on balance of cash Claim of the same percentage of claim paid herein not to exceed the Claim amount specified above. Transferee shall remit such payment to Transferor upon Transferee's satisfaction that the Claim has been allowed in the highest amount and is not subject to any objection by the Debtor.

I, the undersigned Transferee hereby authorize Transferor to file a notice of transfer pursuant to Rule 3001 (c) of the Federal Rules of Bankruptcy Procedure ("FRBP"), with respect to the Claim, with the Transferee pursuant to due diligence on the Claim. Transferee, at its sole option, may unilaterally transfer the Claim back to Transferor if the diligence is not satisfactory, in Transferee's sole and absolute discretion pursuant to Rule 3001 (c) of the FRBP. In the event Transferee transfers the Claim back to Transferor or withdraws the transfer, at which time both Transferee and Transferor release each other of all and any obligation or liability regarding this Assignment of Claim. Transferor hereby acknowledges and consents to all of the terms set forth in this Transfer of Claim and hereby waives (i) the right to raise any objection thereto, and (ii) the right to receive notice pursuant to Rule 3001 (c) of the FRBP. Transferee hereby acknowledges that Transferee may at any time resign the Claim, together with all rights, title and interest of Transferee in and to this Transfer of Claim. All representation and warranties made herein shall survive the execution and delivery of this Transfer of Claim and any such re-assignment.

Other than stated above, Transferee assumes all risks associated with Debtor's ability to distribute funds. Transferee agrees to deliver to Fair Harbor Capital, LLC any correspondence or payments received subsequent to the date Transferee signs this agreement. The clerk of the court is authorized to assign the address regarding the claim of the Transferee to that of the Transferee listed below. If Transferee fails to appoint the disbursement agent to Transferee or before ninety (90) days after issuance of such check, then Transferee shall void the disbursement check, the amount of such disbursement to such check shall be deposited in Transferee's bank account, and Transferee shall be automatically deemed to have waived the Claim.

This Transfer of Claim shall be governed by and construed in accordance with the laws of the State of New York. Any action relating under or relating to this Assignment of Claim may be brought in any State or Federal court located in the State of New York, and Transferee consents in and agrees pursuant to jurisdiction over Transferee by such court or courts and agrees that service of process may be upon Transferee by mailing a copy of said process to Transferee at the address set forth in the Assignment of Claim, and in any action Transferee waives the right to demand a trial by jury. Transferee acknowledges that, in the event that the Debtor's bankruptcy case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code and Transferee has paid for the Claim, Transferee shall immediately remit to Transferor all monies paid by Transferee in respect to the Claim and ownership of the Claim shall revert back to Transferor.

TRANSFEROR:

Greater Cincinnati Water Works
Attn: Angel Taylor: Bankruptcy Clerk,
4747 Spring Grove Ave
Cincinnati, OH 45232-1586

Print Name: W. B. Green & Co., Ltd. Title: Asst. Supt - Commercial

Signature: Mark A. Winkler Date: 1/28/2009

Updated Address: _____

Phone: _____ Fax: _____

TRANSFEE:

Fair Harbor Capital, LLC
1841 Broadway, Suite 1003
New York, NY 10013

Signature: _____

Freddie Green, Member Fair Harbor Capital, LLC

On 03/03/2009, 01:01:48